

KEVIN V. RYAN, CSBN 118321  
 United States Attorney  
 JOANN M. SWANSON, CSBN 88143  
 Chief, Civil Division  
 KATHERINE B. DOWLING, CSBN 220767  
 Assistant United States Attorney

450 Golden Gate Avenue, 10<sup>th</sup> Floor  
 Box 36055  
 San Francisco, California 94102  
 Telephone: (415) 436-6833  
 Facsimile: (415) 436-7169

Attorneys for Defendant

UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA  
 SAN FRANCISCO DIVISION

HARTFORD ACCIDENT &  
 INDEMNITY COMPANY

Plaintiff,

v.

UNITED STATES OF AMERICA,

Defendant.

No. C 04-02140 SC

STIPULATION AND ORDER  
 APPROVING COMPROMISE  
SETTLEMENT

IT IS HEREBY STIPULATED by and between Hartford Accident & Indemnity ("Hartford"),  
 plaintiff, and the United States of America, defendant, as follows:

1. The parties do hereby agree to settle and compromise the above-entitled action under the  
 terms and conditions set forth herein.

2. The United States of America, defendant, agrees to pay to the plaintiff the sum of Sixty  
 Five Thousand Dollars and no cents (\$65,000.00), which sum shall be in full settlement and  
 satisfaction of any and all claims, demands, rights, and causes of action of whatever kind and nature,  
 arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and  
 personal injuries, damage to property and the consequences thereof, resulting, and to result, from the  
 same subject matter that gave rise to the above-captioned lawsuit, including any claims for wrongful  
 death, for which plaintiff or its administrators or assigns, and each of them, now have or may

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1 hereafter acquire against the United States of America, its agents, servants, and employees.

2 3. Plaintiff and its administrators or assigns hereby agree to accept the sum of Sixty Five  
3 Thousand Dollars and no cents (\$65,000.00), in full settlement and satisfaction of any and all claims,  
4 demands, rights, and causes of action of whatever kind and nature, arising from, and by reason of any  
5 and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to  
6 property and the consequences thereof which they may have or hereafter acquire against the United  
7 States of America, its agents, servants and employees on account of the same subject matter that gave  
8 rise to the above-captioned lawsuit, including any future claim for wrongful death. Plaintiff and its  
9 administrators or assigns further agree to reimburse, indemnify and hold harmless the United States  
10 of America, its agents, servants or employees from any and all such causes of action, claims, liens,  
11 rights, additional subrogated or contribution interests incident to or resulting from further litigation or  
12 the prosecution of claims by plaintiff its administrators or assigns against any third party or against  
13 the United States, including claims for wrongful death.

14 4. This stipulation for compromise settlement shall not constitute an admission of liability or  
15 fault on the part of the United States, its agents, servants, or employees, and is entered  
16 into by both parties for the purpose of compromising disputed claims and avoiding the expenses and  
17 risks of litigation.

18 5. This agreement may be pled as a full and complete defense to any subsequent action or  
19 other proceeding involving any person or party which arises out of the claims released and discharged  
20 by the agreement.

21 6. It is also agreed, by and among the parties, that the settlement amount of Sixty Five  
22 Thousand Dollars and no cents (\$65,000.00) represents the entire amount of the compromise  
23 settlement and that the respective parties will each bear their own costs, fees, and expenses and that  
24 any attorneys' fees owed by the plaintiff will be paid out of the settlement amount and not in addition  
25 thereto.

26 7. It is also understood by and among the parties that, pursuant to Title 28, United States  
27 Code, Section 2678, attorneys' fees for services rendered in connection with this action shall not  
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1 exceed 25 per cent of the amount of the compromise settlement.

2 8. Payment of the settlement amount will be made by a check drawn on the Treasury of the  
3 United States for Sixty Five Thousand Dollars and no cents (\$65,000.00) and made payable to  
4 Hartford.

5 9. In consideration of this Agreement and the payment of Sixty Five Thousand Dollars and no  
6 cents (\$65,000.00) thereunder, plaintiff Hartford agrees that upon notification that the settlement  
7 check is ready for delivery, counsel for Hartford will deliver to defendant's counsel a fully executed  
8 Stipulation for Dismissal with prejudice of C 04-02140 SC, Hartford v. United States.

9 10. Plaintiff hereby releases and forever discharges the United States and any and all of its  
10 past and present officials, employees, agents, attorneys, their successors and assigns, from any and all  
11 obligations, damages, liabilities, actions, causes of actions, claims and demands of any kind and  
12 nature whatsoever, whether suspected or unsuspected, at law or in equity, known or unknown, arising  
13 out of the allegations set forth in plaintiff's pleadings in this action.

14 11. The provisions of California Civil Code Section 1542 are set forth below:

15 "A general release does not extend to claims which the creditor does  
16 not know or suspect to exist in his favor at the time of executing the  
17 release, which if known by him must have materially affected his  
18 settlement with the debtor."

19 Plaintiff having been apprised of the statutory language of Civil Code Section 1542 by his attorney,  
20 and fully understanding the same, nevertheless elects to waive the benefits of any and all rights he  
21 may have pursuant to the provision of that statute and any similar provision of federal law. Plaintiff  
22 understands that, if the facts concerning plaintiff's injury and the liability of the government for  
23 damages pertaining thereto are found hereinafter to be other than or different from the facts now  
24 believed by them to be true, the Agreement shall be and remain effective notwithstanding such  
25 material difference.

26 12. For and in consideration of the Agreement of plaintiff Hartford to accept from defendant  
27 United States \$65,000.00 in full settlement of all his claims against said defendant relating to the  
28 complaint filed by plaintiff, and further, for and in consideration of Hartford's agreement to execute a  
dismissal with prejudice of its claims in the above-entitled action, the United States hereby releases

1 and discharges Hartford, from any and all current or future claims for contribution or indemnity,  
2 including but not limited to any additional worker's compensation and disability liens, arising out of  
3 the above-described settlement paid by defendant United States to plaintiff Hartford, ~~but excluding~~  
4 ~~release from contribution or indemnity for any third party suits stemming out of the above entitled~~

5 ~~action.~~

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13. This instrument shall constitute the entire agreement between the parties, and it is expressly understood and agreed that the agreement has been freely and voluntarily entered into by the parties hereto with the advice of counsel, who have explained the legal effect of this agreement. The parties further acknowledge that no warranties or representations have been made on any subject other than as set forth in this Agreement. This Agreement may not be altered, modified or otherwise changed in any respect except by writing, duly executed by all of the parties or their authorized representatives.

Dated: \_\_\_\_\_

RICHARD CORBIN  
Plaintiff Hartford

Dated: \_\_\_\_\_

THOMAS TAGLIARINI, ESQ.  
Attorney for Plaintiff

KEVIN V. RYAN  
United States Attorney

Dated: 5/9/05

  
KATHERINE B. DOWLING  
Assistant United States Attorney  
Attorneys for Defendant

APPROVED AND SO ORDERED:

Dated: \_\_\_\_\_

HON. SAMUEL CONTI  
United States District Court Judge

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Dated: \_\_\_\_\_

RICHARD CORBIN  
Plaintiff Hartford

Dated: May 18, 2005

  
THOMAS TAGLIARINI, ESQ.  
Attorney for Plaintiff

KEVIN V. RYAN  
United States Attorney

Dated: \_\_\_\_\_

KATHERINE B. DOWLING  
Assistant United States Attorney  
Attorneys for Defendant

APPROVED AND SO ORDERED:

Dated: \_\_\_\_\_

HON. SAMUEL CONTI  
United States District Court Judge

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Dated: May 18, 2005

Richard Corbin  
RICHARD CORBIN  
Plaintiff Hartford

Dated: May 18, 2005

Thomas C. Tagliarini  
THOMAS TAGLIARINI, ESQ.  
Attorney for Plaintiff

KEVIN V. RYAN  
United States Attorney

Dated: \_\_\_\_\_

Katherine B. Dowling  
KATHERINE B. DOWLING  
Assistant United States Attorney  
Attorneys for Defendant

APPROVED AND SO ORDERED:

Dated: 6/30/05

/s/ Samuel Conti  
HON. SAMUEL CONTI  
United States District Court Judge

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